

REMARKS/ARGUMENTS

This Amendment is filed in response to the Final Office Action dated July 10, 2008. In the Office Action, Claims 71-82 were rejected under 35 U.S.C. § 102(e) as being anticipated in view of U.S. Patent No. 6,112,191 ("*Burke*"). In response, Claims 71, 74-75, and 79-82 have been amended, Claims 72-73 and 76 have been canceled, and Claims 83-91 have been added. Thus, as a result of this Amendment, Claims 71, 74-75, and 77-91 are pending in the application.

A. Rejection of Independent Claim 71

Independent Claim 71 has been amended to clarify the claim based on the Examiner's comments. In that regard, independent Claim 71 is reproduced below for the Examiner's convenience:

71. (Currently Amended) A method for facilitating consumer savings, comprising the computer-assisted steps of:

entering into a savings agreement via a computing device, wherein the savings agreement (a) is between a consumer and a financial institution and (b) sets terms for depositing specified funds into a savings vehicle in response to a consumer-initiated transaction for purchasing a good or a service;

~~determining with a computer that a consumer-initiated transaction is a covered transaction pursuant to a savings agreement with the consumer for depositing specified funds, wherein:~~

receiving information via a merchant computer system (a) indicating that the consumer-initiated transaction is a covered transaction pursuant to the savings agreement with the consumer for depositing specified funds and (b) regarding the terms of the savings agreement, wherein:

covered transactions pursuant to the agreement are determined according to at least one of the time at which a transaction occurs and the transaction amount, and

the specified funds comprise a deposit amount that the consumer has agreed to deposit ~~[[based on]]~~ under the terms of the savings agreement ~~and~~ for the consumer-initiated transaction;[[,]] and

~~the specified funds will be directed on the consumer's behalf to a specified savings vehicle at a financial institution, and~~

automatically directing, ~~with a~~ via the merchant computer system, the specified funds on the consumer's behalf to the specified savings vehicle at the financial institution pursuant to the savings agreement.

Applicant submits that at least these concepts are not disclosed or suggested by *Burke*.

Generally, *Burke* is directed to “improved methods and systems to create excess funds from traditional consumer spending transactions using cash, checks, credit or debit card[s].” Col. 1, lines 16-21. To create the excess funds, *Burke* discloses two separate options. In the first option, at the point of sale, “the consumer may, if he or she wishes, choose to receive the change or to donate or deposit all or a portion of the change” from a sale transaction. Col. 5, lines 54-62; Cols. 9-10. To make a donation or a deposit, the consumer “enters a card number into the keypad KP_x or enters the card itself into the card reader CD_x . . . [and] enter[s] into the keypad how much of the total change . . . should be credited to various predetermined accounts” Using an intermediary computer, such as a central clearinghouse, the donation or deposit can be transferred by the intermediary computer to the appropriate predetermined accounts (e.g., financial vehicles). Cols. 4-6. Thus, in this transaction, the consumer is forced to manually implement the savings program at the point of sale. That is, without the consumer conducting the savings program at the point of sale herself, it would not occur.

In the second option, *Burke* discloses an automatic rounder transaction that occurs after the sale transaction is completed. In this option, after a sales transaction has occurred, the “account transaction is read.” Col. 13, lines 40-66. The transaction can be “a check draft, an ATM withdrawal, checking account fee, an interest payment, etc.” *Id.* At this point, a bank’s central “computer gets the checking account balance . . . [and] asks [if] this account [is] a rounder account subscriber” *Id.* If the account is a rounder subscriber, “the transactions are processed according to rounder transaction instructions.” *Id.* “The rounder transaction is [a] numerical function applied against the face amount or the entry itself, i.e., \$1.00, \$3.00, 2%, or a specific number \$1.50 to create excess funds.” *Id.* “In the preferred embodiment this will be a whole dollar amount such as \$1.00, \$5.00, \$10.00, etc. added to the” sales transaction. Col. 13, lines 15-34. After applying the numerical function of the rounder transaction, the funds can be transferred to the appropriate financial vehicle. *Id.* Thus, in this example, whether any funds are transferred to a consumer’s savings vehicle is not determined until after the sale transaction has occurred. In that regard, the consumer is therefore unaware of how much she has saved via the transaction, or even if she has saved at all.

In contrast to *Burke*, independent Claim 71 as amended recites a transaction in which the merchant, e.g., the party selling goods or services, receives information at the point of sale “(a) indicating that the consumer-initiated transaction is a covered transaction pursuant to the savings agreement with the consumer for depositing specified funds and (b) regarding the terms of the savings agreement” After receiving this information, independent Claim 71 recites that the merchant, via the merchant’s computer system, automatically directs “the specified funds on the consumer’s behalf to the specified savings vehicle at the financial institution pursuant to the savings agreement.” Thus, in Claim 71, the merchant—not the consumer’s bank or a third party intermediary—can transfer the funds to the appropriate savings vehicle after the savings amount has been calculated at the point of sale. This approach allows for the consumer to view the amount of the deposit at the point of sale without manually implementing the savings program herself. It also, eliminates the step of requiring a bank or a third party to transfer the funds, which provides for a more efficient transaction. At least these concepts are not taught or suggested by *Burke*. Therefore, Applicant, respectfully requests that the rejection of this claim be withdrawn and a notice of allowance be issued.

B. Rejection of Dependent Claims 72-82

Dependent Claims 72-82 depend from independent Claim 71 and include all of the recitations thereof. Accordingly, for this reason and for the reasons stated above with respect to independent Claim 71, dependent Claims 72-82 are patentable over the prior art.

C. New Independent Claim 83

New independent Claim 83 is similar to independent Claim 71. However, independent Claim 88 recites the functionality of a creditor computing system, instead of a merchant computing system. In particular, independent Claim 83 recites “transmitting information from a creditor computing system (a) indicating that the consumer-initiated transaction is a covered transaction pursuant to the savings agreement with the consumer for depositing specified funds and (b) regarding the terms of the savings agreement” Additionally, independent Claim 83 recites “automatically directing, via the creditor computer system, the specified funds on the

consumer's behalf to the specified savings vehicle at the financial institution pursuant to the savings agreement." Similar to the arguments made with respect to independent Claim 71, these concepts are not taught or suggested by *Burke*.

D. New Independent Claim 86

New independent Claim 86 is similar to independent Claim 71. In particular, independent Claim 86 recites "receiving information via a merchant computing system (a) indicating that the consumer-initiated transaction is a covered transaction pursuant to the savings agreement with the consumer for depositing specified funds and (b) regarding the terms of the savings agreement" However, independent Claim 86 also recites "automatically determining, via the merchant computer system, the deposit amount at the point of sale based on the received information." Similar to the arguments made with respect to independent Claim 71, these concepts are not taught or suggested by *Burke*.

E. New Independent Claim 89

New independent Claim 89 is similar to independent Claim 71. In particular, independent Claim 89 recites "receiving information via a merchant computing system (a) indicating that the consumer-initiated transaction is a covered transaction pursuant to the savings agreement with the consumer for depositing specified funds and (b) regarding the terms of the savings agreement" Additionally, independent Claim 89 recites "automatically determining, via the merchant computer system, the deposit amount at the point of sale based on the received information" and "automatically directing, via the merchant computer system, the deposit amount on the consumer's behalf to the specified savings vehicle at the financial institution pursuant to the savings agreement." Similar to the arguments made with respect to independent Claim 71, these concepts are not taught or suggested by *Burke*.

F. New Dependent Claims 84-85, 87-88, and 90-91

New dependent Claims 84-85, 87-88, and 90-91 depend from independent Claims 83, 86, and 89, respectively, and include all of the recitations of the corresponding base claim.

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Accordingly, for this reason and for the reasons stated above with respect to independent Claims 71, 83, 86, and 89, dependent Claims 84-85, 87-88, and 90-91 are patentable over the prior art.

G. Conclusion

The foregoing is submitted as a full and complete response to the Office Action mailed July 10, 2008. The foregoing amendments and remarks are believed to have placed the present application in condition for allowance, and such action is respectfully requested. The Examiner is encouraged to contact Applicants' undersigned attorney at (404) 881-4381 or e-mail at dane.baltich@alston.com to resolve any remaining issues in order to expedite examination of the present application.'

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

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